

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA, NORTHERN DIVISION

IN RE:)	
)	
ROBERTS, WILLIAM BARRIER)	CASE NO. 18-83442-CRJ11
SSN: XXX-XX-9314)	CHAPTER 11
)	
Debtor.)	

APPLICATION TO EMPLOY PROFESSIONAL

COMES NOW, the debtor, William B. Roberts ("Debtor"), and applies to this Court to employ Steven Mitchell Howie, Esquire as Special Counsel ("Special Counsel"), for the Debtor and states as grounds as follows:

1. On November 16, 2018, the Debtor filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code.
2. Since the Petition Date, the Debtor has operated as a Debtor in Possession pursuant to § 1107 and § 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this matter.
3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157.
4. This application is made pursuant to § 327 of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure.
5. The Debtor needs legal services to aid in representation of the Debtor in his pending domestic relations case. The Debtor desires to employ Special Counsel for these purposes on behalf of the Debtor. The Debtor intends to pay Special Counsel for his services at his normal flat fee for services or hourly rate in the amounts provided for in the Affidavit of Steven Mitchell

Howie, Esq., which is attached hereto and incorporated herein as Exhibit A. The Debtor proposes to pay Special Counsel from operating funds subject to approval by the Court.

6. The Debtor is not aware of any interest in which Special Counsel would be averse to the estate in the matters upon which Special Counsel is to be engaged, and believes that Special Counsel is a "disinterested person" as defined under the Code. Further, the Debtor is not aware of any connection that Special Counsel would have with the Debtor, his creditors, or other parties of any interest, including the Bankruptcy Administrator's Office, or any employee of the Bankruptcy Administrator's Office in this District.

WHEREFORE, the Debtor requests that this Court authorize the employment of Steven Mitchell Howie, for the purposes provided for in this application.

DATED this the February 4, 2019.

/s/William B. Roberts
WILLIAM BARRIER ROBERTS

/s/ Stuart M. Maples
STUART M. MAPLES

MAPLES LAW FIRM, PC
200 Clinton Avenue West, Suite 1000
Huntsville, Alabama 35801
(256) 489-9779 – Telephone
(256) 489-9720 – Facsimile
smaples@mapleslawfirmpc.com

CERTIFICATE OF SERVICE

I do hereby certify that on February 4, 2019, a copy of the foregoing document was served on the following by Electronic Case Filing a copy of the same.

Richard Blythe
Bankruptcy Administrator
richard_blythe@alnbba.uscourts.gov

All parties requesting notice via ECF

Via U.S. Mail to all creditors on matrix

/s/ Stuart M. Maples

STUART M. MAPLES

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AFFIDAVIT

COMES NOW, Steven Mitchell Howie, Esq., in support of the Application to Employ filed by the Debtor in this action, and after being duly sworn, does depose and says as follows:

1. My name is Steven Mitchell Howie. I am an attorney doing business at 107 North Side Square , Huntsville, Alabama, 35801.

2. The Debtor desires to employ my firm at its standard rates which are stated as follows on Exhibit A attached hereto.

3. To the best of my knowledge, each member of this firm, is a "disinterested person" in the above Chapter 11 case, and no member represents or holds any interest adverse to the estate in the matters on which the firm is engaged.

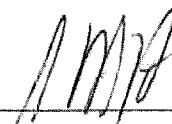
4. To the best of my knowledge, no member of this firm has any connection with the Debtor, its creditors, or any parties in interest.

5. The firm is willing to represent the Debtor at its standard rates as set forth in the fee schedule listed on Exhibit A. The firm understands that the allowance of fees and expenses is subject to Court approval.

6. I have reviewed the application filed by the Debtor, and all the facts stated therein are true and correct.

7. I have personal knowledge of the matters stated herein.

DATED January 31, 2019.



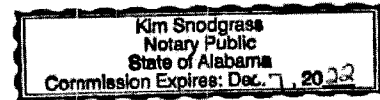
STEVEN MITCHELL HOWIE

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned authority, in and for said County and State, hereby certify that Steven Mitchell Howie, whose name is signed to the foregoing Affidavit and who is known to me, acknowledged before me on this day that, being informed of the contents of the aforesigned Affidavit he executed the same voluntarily on the day the same bears date.

GIVEN unto my hand and official seal, this the 31st day of January, 2019.

Kim Snodgrass
Notary Public
My Commission Expires: 12-7-2022



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Exhibit "A"

Should this Honorable Court allow, the Debtor will signed a contract with S. MITCHELL HOWIE for representation regarding a Domestic Relations matter, in the Circuit Court of Madison County, Alabama styled Shannan Roberts VS. William B. Roberts, Case No.: DR18-900823. The terms of the contested divorce contract include a retainer for \$5,000.00 with an hourly rate of \$300, see attached Exhibit marked "B", incorporated herein as if set out complete, plus reimbursement of reasonable expenses incurred in the prosecution of the claim. No money has been paid to the attorney prior to the filing of this Motion. Debtor's attorney understands that a firm cannot share any compensation with attorneys other than members of his firm unless said professionals are also approved by this Court. The attorney understands he must make application to the Court for approval of his fee and expenses. S. MITCHELL HOWIE acknowledges that the bankruptcy estate of Debtor shall not be responsible for reimbursement of any attorney fee or expenses.

CONTRACT FOR HOURLY FEE ARRANGEMENTS

RE: William Barrier Roberts – Contested Divorce

RETAINER FEE: \$5,000.00 – retainer

I hereby retain S. Mitchell Howie, as my attorney in the above-captioned case and all cases arising out of said case.

I understand that you will represent me in all stages of this proceeding and will diligently prosecute this case to the best of your ability until settlement is reached or the complaint is filed and judgment results.

I agree that you may withdraw as my attorney at any time after reasonable notice to me and I agree to keep you advised of my whereabouts at all times and to cooperate at all times in the preparation and trial of my case or cases, to appear upon reasonable notice to me for depositions made of me in connection with the preparation and presentation of my case.

I hereby give you my power of attorney to execute all complaints, claims, contracts, checks, settlements, drafts, compromises, releases, verifications, dismissal, deposits and orders as I could myself. It is expressly understood that settlement of my case or cases will not be effected without my consent.

For your services as my attorney, it is agreed that you shall receive \$300.00 an hour. It is acknowledged that this CONTRACT does not take into consideration an APPEAL. I agree that I shall pay all costs of investigation, clerk's fees, court reporters, depositions, stenographers, transcripts, witness fees, jury fees, appeal fees, notary fees and any other costs necessary to a proper conclusion of my case.

Client

Date:

APPROVED this the _____ day of _____, 2019.

S. Mitchell Howie – Attorney